

AMENDMENT NO. ONE (1)
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SUPERIOR

THIS AMENDMENT, entered into 17 March 2003, Amendment Number 1 to JPA 02-56, AG Contract No : KR02-0810TRN, filed 28 JUN 2002, filed with the Secretary of State under No. 25345, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF SUPERIOR, acting by and through its MAYOR AND TOWN COUNCIL, (the "Town").

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

THIS AGREEMENT is amended where stated "estimated cost of \$7,500 00" to now read "a lump sum of \$7,500 00" to the Town and the State is to assume the balance.

All other terms and conditions of the original Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SUPERIOR

By [Signature]
MICHAEL HING
Mayor

ATTEST

By Rita M. Wentzel
RITA WENTZEL
Town Clerk

STATE OF ARIZONA
Department of Transportation

By [Signature]
SUSAN TELLEZ
Contract Administrator

NO. 25345 #01
Filed with the Secretary of State
Date Filed: 03/17/03

[Signature]
Secretary of State

By: Vincent Haenebold

RESOLUTION NO. 385

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF SUPERIOR, PINAL COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION AND AMENDMENT NO. 1 (ONE) THERETO.

WHEREAS, the Mayor and Council of the Town of Superior have authority, pursuant to A.R.S. §11-951 et seq. to enter into intergovernmental agreements with other governmental entities or agencies to improve roadways, and

WHEREAS, the Mayor and Council have reviewed the Intergovernmental Agreement for the improvement of roadways within the Town located at the junction of U.S. 60 and State Route 177, being ADOT IGA No. JPA 02-56 and Amendment No. 1 (One) thereto, and

WHEREAS, the Mayor and Council believe that said Intergovernmental Agreement and the Amendment thereto are in the best interest of the Town of Superior.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Superior that the Mayor is hereby authorized to execute and deliver the Intergovernmental Agreement JPA 02-56 and Amendment No. 1 (One) thereto and to carry out the provisions thereof.

PASSED AND ADOPTED this 20th day of February, 2003.

ATTEST:

Rita M. Wentzel
Town Clerk

[Signature]
Mayor

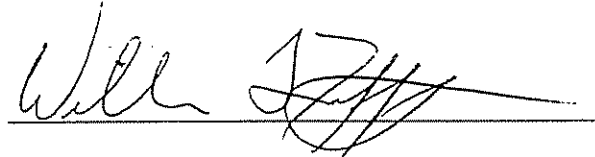
APPROVED AS TO FORM:

[Signature]
Town Attorney

APPROVAL OF THE TOWN OF SUPERIOR ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the TOWN OF SUPERIOR, and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 6th day of FEB 2008



Town Attorney



TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TRANSPORTATION SECTION
WRITER'S DIRECT NO: 602.542.8837

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0810-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: March 11, 2003

Terry Goddard
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

James R. Redpath
Assistant Attorney General
Transportation Section

JRR:clw

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SUPERIOR

THIS AGREEMENT is entered into 2nd July, 2002 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF SUPERIOR, acting by and through ITS MAYOR AND TOWN COUNCIL, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Incident to an improvement project on US-60 contemplated by the State, the Town has requested the State construct two sewer manholes, connect with sewer pipe and demolition of existing manhole. Work to take place left of stations (sta.) 11+87 and sta. 13.02, on Ramp A, at an estimated cost of \$7,500.00, all at Town expense, hereinafter referred to as " Project".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25345
Filed with the Secretary of State
Date Filed: 06/28/02

Betsy Gayles
Secretary of State

By: Tim J. Gracewald

II. SCOPE OF WORK

1. The Town will:

a. Upon execution of this agreement, within 30 days after receipt of an invoice, remit to the State \$7,500.00 for the estimated cost for construction of the Project, as shown in Exhibit "A" attached hereto and made a part hereof. Be responsible for all actual costs associated with the Project.

b. Provide the State with utility As-Builts as available, and be responsible for the accuracy of same. Provide the State and/or the State's contractor access for construction of the Project within the Town limits.

c. It is understood by the parties, if for any reason the City cancels this agreement, the City will be responsible for any and all costs incurred by the State.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the Town.

e. Upon completion and acceptance by the State, provide maintenance to the Project, all at Town expense.

2. The State will:

a. Upon execution of this agreement, invoice, the Town \$7,500.00 for the estimated cost for construction of the Project, as shown in Exhibit "A". Upon completion of the Project, the State will invoice or reimburse the Town for the actual costs associated with the Project.

b. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve Town review comments.

c. Call for bids, and with the concurrence of the Town, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the Town on any Project related construction contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State on the State's project.

d. Upon completion of construction, approve and accept the Project on behalf of the parties hereto.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the **advertisement** of a Project contract, unless otherwise noted in this agreement, with thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

Town of Superior
Town Manager
734 Main Street
Superior, AZ. 85273


7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SUPERIOR

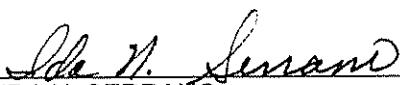
STATE OF ARIZONA

Department of Transportation

By 
MICHAEL HING
Mayor

By 
CATHERINE J. HEGEL
Contract Administrator

ATTEST

By 
IDA N. SERRANO
Acting Town Clerk

RESOLUTION

BE IT RESOLVED on this 1st day of April, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an intergovernmental agreement with TOWN OF SUPERIOR, for the purpose of defining responsibilities for the construction of two sewer manholes, connecting sewer pipe and demolition of existing manhole

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E. Asst. State Engineer
Engineering Technical Group
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 371

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
TOWN OF SUPERIOR, PINAL COUNTY, ARIZONA,
AUTHORIZING THE MAYOR TO SIGN AN
INTERGOVERNMENTAL AGREEMENT WITH THE STATE
OF ARIZONA, DEPARTMENT OF TRANSPORTATION.**

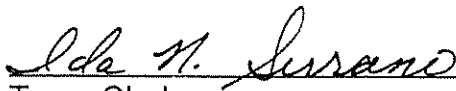
WHEREAS, the Mayor and Council of the Town of Superior are authorized by A.R.S. §11-951 et seq. to enter into an intergovernmental agreement for the improvement of public facilities, and

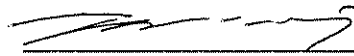
WHEREAS, the Mayor and Council have determined that it is in the best interest of the Town to enter into an agreement with the Arizona Department of Transportation to relocate sewer facilities in conjunction with the improvement of the U.S. 60 and State Route 177 interchange.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the Town of Superior, is authorized to execute an intergovernmental agreement providing for the relocation of sewer facilities at the U.S. 60 and State Route 177 interchange and the Town Manager is authorized to carry out all acts required of the Town in conjunction with said agreement identified as ADOT ECS File No. JPA 02-56.

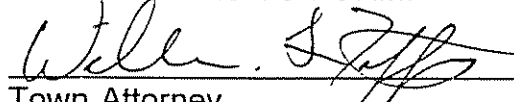
PASSED AND ADOPTED this 20TH day of June, 2002.

ATTEST:


Town Clerk


Mayor **MICHAEL ONG HING**

APPROVED AS TO FORM:


Town Attorney

US 60/ SR 177 T. I.

Sewer Relocate

Item #	Item Description	Qty.	Units	Unit Price	Total
5050031	Manhole (C-18.10)(for pipes 6" to 36")	2	EA	\$2,500.00	\$5,000.00
8090086	Sewer Pipe (8")(PVC)	80	L.Ft.	\$19.00	\$1,520.00

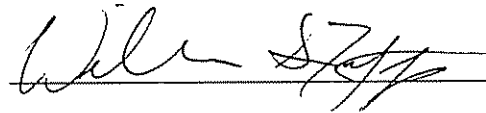
Estimated Cost \$6,520.00
CE @ 15% \$978.00

TOTAL \$7,498.00

APPROVAL OF THE SUPERIOR TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the STATE OF ARIZONA, Department Of Transportation and the TOWN of SUPERIOR , and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 20TH day of JUNE, 2002

A handwritten signature in black ink, appearing to read "W. S. Zapp", is written over a horizontal line.

Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX. AZ. 85007-2926

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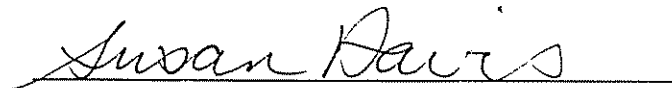
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0810TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 26 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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